

**IMPORTANT INFORMATION – PLEASE READ BEFORE
SCROLLING DOWN TO THE BID SHEET.
IF YOU DO NOT READ THIS INFORMATION, YOU WILL STILL BE
RESPONSIBLE FOR WHAT IT SAYS.**

Sale Terms and Conditions and Other Important Information

This offering--**U.S. General Services Administration Sale No 31FBPS-XX-XXX** is subject to the General Sale Terms and Conditions (Standard Form 114C, June 1986) and Special Sealed Bid Conditions (Standard Form 114C-2, January 1970). Copies of these forms are available from the sales office.

Acceptance Period. By signing the bid form, the bidder agrees to pay for and remove the property if the bid is accepted within 60 calendar days after the bid opening date. The bidder may specify a shorter acceptance period (not less than 10 days) on the bid form. Any bid that specifies an acceptance period shorter than 10 days may be rejected as non-responsive.

Contract Disputes. Contracts awarded under this solicitation are subject to the Contract Disputes Act of 1978 (41 USC 601-613), as amended. Copies of the current contract disputes clause are available from the sales office.

Bidders Indebted to the Government. The bidder warrants, by signing the bid, nondelinquency in paying for previous purchases of Federal personal property, including any debt administratively found due. Indebted bidders may be ineligible for contract awards.

Condition of Property is not warranted. Condition No 2, "Condition and Location of Property," of Standard Form 114C is deleted in its entirety. Deficiencies, when known, have been indicated in the property descriptions. However, absence of any indicated deficiencies does not mean that none exists.

Description Warranty and Refunds

Description Warranty. The Government warrants to the original purchaser that the property listed in the Invitation for Bid will conform to its description. If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined after removal, the Government will refund any money paid if the purchaser takes the property at his/her expense to a location specified by the contracting officer. No refunds will be made, after property is removed, for shortages of individual items within a lot. **This warranty is in place of all other guarantees and warranties, expressed or implied.**

The Government does not warrant the merchantability of the property or its purpose. The purchaser is not entitled to any payment for loss of profit or any other money damages-special, direct, indirect, or consequential.

Refund Procedures. To obtain a refund (1) submit a written notice to the contracting officer within 15 calendar days of the date of removal that the property was misdescribed, (2) maintain the property in the purchased condition until it is returned, and (3) return the property at your own expense to a location specified by the contracting officer.

Refund Amount. The refund is limited to the purchase price of the misdescribed property.

Inspection. Please inspect the property before bidding. Times are indicated in the property listings. BY APPOINTMENT ONLY.

Reporting Discrepancies/Errors/Defects Materials.

Prospective purchasers are asked to inform the sales office of any discrepancies in the property descriptions discovered while inspecting the property and of any lots in this sale that contain hazardous material/waste not indicated in the property descriptions.

Submission of Bid. The bid form must be filled out completely and mailed or hand-delivered sealed in an envelope addressed exactly as shown below. Be sure to enter your name or company name exactly as you wish it to appear on all subsequent paperwork. Changes will not be permitted after award.

If the total bid exceeds \$25,000, the bidder agrees to furnish, prior to award, information as requested by GSA concerning any contingent fee arrangement. See Code of Federal Regulations (CFR, Title 41, Section 101-45.313.3).

Bids mailed via the U.S. Postal Service:

Your Name
Street Address
City State Zip Code

US General Services Administration
Federal Supply Service (3FPU)
PO Box 40787
Philadelphia, PA 19107-0787

31FBPS-XX-XXX
Thur., Mar. XX, 19XX, 2:30 P.M.

Hand carried bids, including those dispatched via rapid mail services and couriers:

Your Name
Street Address
City State Zip Code

US General Services Administration
Federal Supply Service (3FPU)
100 Penn Square East, Rm. 860
Philadelphia, PA 19107-3396

31FBPS-XX-XXX
Thur., Mar. XX, 19XX, 2:30 P.M.

Notification of Sale Results. Successful bidders will be notified by mail. Bid results will not be furnished via telephone or fax. To receive a list of award prices, please enclose a self-addressed, stamped 4" x 9-1/2" envelope with the bid form.

Tie Bids. When two or more bids are tied, the award will be determined randomly by computer.

Payment and Removal. Property must be paid for and removed by T.B.A. Property may be removed Monday through Friday, excluding holidays, between 8:30 a.m. and 3:30 p.m., as arranged with the custodian at least 48 hours in advance.

Forms of Payment. Payment is restricted to the following instruments: U.S. currency; bank cashier's check; credit union cashier's check issued by a Federal or State chartered credit union; U.S. Postal Service or commercial money order; travelers checks; properly endorsed Federal, State, or local government checks; Bravo, Discover, Master Card, Novus,

VISA, and Private Choice. Certified checks and bank drafts are not acceptable.

A personal or company check will be accepted only when accompanied by a bank letter guaranteeing payment. This letter must be on bank letterhead and must state (1) that payment is guaranteed, (2) that the guarantee is valid for 30 days after the bid opening date, and (3) that the guarantee covers the purchase of U.S. Government personal property only. The letter must be signed by a bank official authorized to guarantee payment. A sample letter appears on this page.

Title to Property. Buyers of motor vehicles will receive a GSA Form 27, "Notice of Award," and a Standard Form (SF) 97, "The United States Government Certificate To Obtain Title To A Vehicle." SF 97 is not a registration; it is evidence of title only, to be used by the purchaser to obtain a proper State registration. Buyers of property other than motor vehicles will receive only the GSA Form 27.

INSPECT BEFORE BIDDING

ABSENTS OF KNOWN DEFICIENCY DEFERS NO RIGHT UPON BIDDER

Hold Harmless and Indemnification Agreement. The purchaser agrees that the Government shall not be liable for personal injuries to, disabilities of, or death of the purchaser, the purchaser's employees, or to any other person arising from or incident to the purchase of any item, its use or disposition. The purchaser shall hold the Government harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions or claims of any nature arising from or incident to the purchase or resale of the item. The purchaser agrees to notify any subsequent purchaser of the property of the potential for personal injury in using the item.

FCC Statement-Transmitters. This equipment may not be suitable for licensing by Federal Communications Commission. Check with Federal Communications Commission for information on type acceptable to requirements.

CAUTION: Items may contain PCBs (polychlorinated biphenyls), a toxic environmental contaminant requiring special handling and disposal in accordance with the U.S. Environmental Protection Agency regulation (40 CFR 761), applicable State laws, and 41 CFR 101-42.1102-2. For proper disposal information, contact the nearest EPA office.

The Debt Collection Improvement Act (DCIA) of 1996 requires GSA to collect bidders' Social Security Number or Employer Identification Number (for businesses). This information is mandatory for conducting business with GSA.

Sales information is now accessible via the Web. Check us out at: <http://tsd.r3.gsa.gov/fss.htm>

Bank Letterhead

Date

U.S. General Services Administration
Attn.: Cashier
100 Penn Square East, 3FPU
Philadelphia, PA 19107-3396

This letter will introduce John Doe, who has an account with our bank. Our bank will guarantee checks written by Mr. Doe against the account to the U.S. General Services Administration (GSA) in payment for personal property purchased in GSA's sale on (sale date). This guarantee covers any amount up to a total of (dollar amount) and is valid for 30 days after the sale date.

(Signature) _____
Title (President, Vice-
President, or loan officer)

Default. Bidders are cautioned to bid only on items they are prepared to pay for and remove in accordance with the terms and conditions of this sale. Failure to pay for and remove all items awarded within the specified time could result in termination of the contract. The bidder also may be subject to paying liquidated damages (see SF 114C, Condition No. 9).

State Sales and/or Use Tax. Purchasers of Federal personal property may be subject to payment of a State sales and/or use tax. The U.S. Government is not responsible for collection of State taxes. Purchasers may obtain information from a State tax office. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability.

Sales to Government Employees. GSA employees and members of their immediate household, or their agents, may not bid on Federal personal property. An employee of another agency may bid if he/she is not prohibited from doing so by agency regulation.

Mailing List Subscription. If your GSA mailing list subscription will expire soon (check the expiration date on your mailing label) and you are not submitting a bid in this sale, you must mail a copy of the mailing label to the GSA sales office if you wish to continue to receive sales notices.

Dangerous Property. Purchasers are warned that the item purchased herewith may not be in compliance with Food and Drug Administration radiation safety performance standards prescribed under 21 CFR 1000, and use may constitute a potential for personal injury unless modified.

Bid for Federal Personal Property

Sealed Bid Sale No. 51803 Bid Opening Date/Time: _____

MINIMUM BID: \$25.00 UNLESS OTHERWISE NOTED

HOW TO BID: Enter the lot number and the amount you bid for each lot. If you need more space, you may reproduce this sheet or request additional copies by calling the GSA sales office at (215)-656-3927. Address and mail your bid as shown under "Submission of Bid" in the Sale Terms and Conditions. **Your envelope must show the sale number and the bid opening date and time.** Bids must be received at the GSA sales office prior to the bid opening time shown above. WE ARE NOW ACCEPTING FAXED BIDS --- THE FAX NUMBER IS (215) 656-3934.

CAUTION: Check lot numbers and bids. Mistakes can be costly. **DO NOT SEND MONEY WITH YOUR BID**

Lot Number	Price Bid	Lot Number	Price Bid	Lot Number	Price Bid	Lot Number	Price Bid

GSA IS NOW ACCEPTING FAXED BIDS -- THE FAX NUMBER IS (215) 656-3934

I agree to pay for and remove the property in accordance with the terms and conditions specified in this solicitation. This bid is subject to acceptance within 60 calendar days after the bid opening date. (Bidder may specify a shorter acceptance period, but not less than 10 days. Bidder specified acceptance period: _____ days.)					<input type="checkbox"/> Check if new address
Bidder No. (from mail label) _____			Name and title (if firm name appears below) _____		
Name of person or firm (will be used on sale documents) _____			Authorized signature(required) _____		
Number and street _____					
City	State	Zip	Telephone: Day	Evening	
<input type="checkbox"/> Bidder has inspected property		<input type="checkbox"/> Bidder is an individual	<input type="checkbox"/> Bidder is a small business		
SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER (MANDATORY) _____					